



## **First American Title Company**

219 East Center Street/PO Box 1310, Kalispell, MT 59901

Phone (406)752-5388 - Fax (406)752-9617

Escrow Officer: -

Title Officer: Ted Gigrich - tgigrich@gofirstam.com

To: **Mark Harvel, Trust Land Management Division**  
**2535 St John's Avenue**  
**Billings, MT 59102**

**Attention:**

**Your Reference: Real Estate Specialist**

**RE: Property Address: 140 Lupfer Avenue, Whitefish, MT 59937**

**ENCLOSED** please find the following:

- Title Commitment
- 

**\*\*\*ATTENTION - PLEASE READ\*\*\***

**WARNING! WIRE FRAUD ADVISORY: Wire fraud and email hacking/phishing attacks are on the increase! If you have an escrow or closing transaction with us and you receive an email containing Wire Transfer Instructions, DO NOT RESPOND TO THE EMAIL! Instead, call your escrow/closer immediately, using previously known contact information and NOT information provided in the email, to verify the information prior to sending funds.**

**Note:** It is our company policy to send secure wire instructions directly to the party wiring funds.



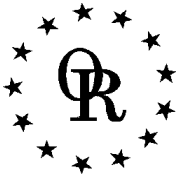
FACTS		WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and employment information</li> <li>• Mortgage rates and payments and account balances</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <b><i>no longer</i></b> our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.	

Reasons we can share your personal information	Does Old Republic Title Share?	Can you limit this sharing?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your accounts(s), or respond to court orders and legal investigations, or report to credit bureaus	<b>Yes</b>	<b>No</b>
<b>For our marketing purposes</b> – to offer our products and services to you	<b>No</b>	<b>We don't share</b>
<b>For joint marketing with other financial companies</b>	<b>No</b>	<b>We don't share</b>
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	<b>Yes</b>	<b>No</b>
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	<b>No</b>	<b>We don't share</b>
<b>For our affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>
<b>For non-affiliates to market to you</b>	<b>No</b>	<b>We don't share</b>

Questions	Go to <a href="http://www.oldrepublictitle.com">www.oldrepublictitle.com</a> (Contact Us)
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Who we are	
Who is providing this notice?	Companies with an Old Republic Title names and other affiliates. Please see below for a list of affiliates.
What we do	
<b>How does Old Republic Title protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="http://www.OldRepublicTitle.com/newnational/Contact/privacy">http://www.OldRepublicTitle.com/newnational/Contact/privacy</a> .
<b>How does Old Republic Title collect my personal information?</b>	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> <li>• Give us your contact information or show your driver's license</li> <li>• Show your government-issued ID or provide your mortgage information</li> <li>• Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>

Why can't I limit all sharing?	Federal law gives you the right to limit only: <ul style="list-style-type: none"><li>• Sharing for affiliates' everyday business purposes - information about your creditworthiness</li><li>• Affiliates from using your information to market to you</li><li>• Sharing for non-affiliates to market to you</li></ul> State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.			
Definitions				
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"><li>• <i>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company, and The Title Company of North Carolina.</i></li></ul>			
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"><li>• <i>Old Republic Title does not share with non-affiliates so they can market to you</i></li></ul>			
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"><li>• <i>Old Republic Title doesn't jointly market.</i></li></ul>			
Affiliates Who May Be Delivering This Notice				
American First Abstract, LLC	American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
eRecording Partners Network, LLC	Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Branch Information Services, Inc.	Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Co.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Old Republic Title, Ltd.	Republic Abstract & Settlement , LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
Trident Land Transfer Company, LLC				



ORT Form 4690 6/06 Rev. 8-1-16

## ALTA COMMITMENT FOR TITLE INSURANCE

*Issued By*

### **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

#### **NOTICE**

**IMPORTANT – READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.


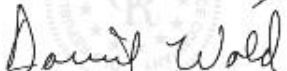
THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, **Old Republic National Title Insurance Company**, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By  President  
Attest  Secretary

**Issued through the office of:**  
**First American Title Company**  
**219 East Center Street/PO Box 1310**  
**Kalispell, MT 59901**  
**(406)752-5388**



**Authorized Signature**

**If this jacket was created electronically, it constitutes an original document.**

This page is only a part of a 2016 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without.

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I – Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

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## ALTA Commitment for Title Insurance

Issued By

**Old Republic National Title Insurance Company****Transaction Identification Data for reference only:**

Issuing Agent and Office: First American Title Company 219 East Center Street/PO Box 1310 Kalispell, MT 59901  
(406)752-5388

Issuing Office's ALTA ® Registry ID: 1027418

Loan ID No.:

Issuing Office Commitment/File No.: 718525-CT

Property Address: 140 Lupfer Avenue Whitefish, MT 59937

Revision No.:

**SCHEDULE A**

1. Commitment Date: **February 27, 2019 at 7:30 A.M.**
2. Policy (or Policies) to be issued: Premium Amount reflects applicable rate
  - (a) ☒ 2006 ALTA ® Standard Owner's Policy  
 Proposed Insured: **To Be Determined**  
 Proposed Policy Amount: **\$To Be Determined** Premium Amount \$  
 Endorsements: \$
  - (b) ☐ 2006 ALTA ® Loan Policy  
 Proposed Insured:  
 Proposed Policy Amount: **\$0.00** Premium Amount \$  
 Endorsements: \$
  - (c) ☐ ALTA ® Policy  
 Proposed Insured:  
 Proposed Policy Amount: \$ Premium Amount \$  
 Endorsements: \$
3. The estate or interest in the Land described or referred to in this Commitment is fee simple.
4. The Title is, at the Commitment Date, vested in:  
**State of Montana, State Board of Land Commissioners, in trust for the financial benefit of Montana's Common public schools**

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5. The Land is described as follows:

**LOT ONE (1) OF LUPFER TOWNHOUSES, ACCORDING TO THE MAP OR PLAT THEREOF ON  
FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY,  
MONTANA.**



By:

Authorized Countersignature  
(This Schedule A valid only when Schedule B is attached.)

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## ALTA Commitment for Title Insurance

Issued By

### **Old Republic National Title Insurance Company**

#### **SCHEDULE B, PART I Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
6. We require the attached Seller/Borrower Affidavit be completed prior to recording.

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## ALTA Commitment for Title Insurance

Issued By

### Old Republic National Title Insurance Company

#### **SCHEDULE B, PART II Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
2. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any liens, or rights to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
7. Any right, title or interest in any minerals, mineral rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the Public Records.

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8. County road rights-of-way not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any right of the Public and the County of Flathead to use and occupy those certain roads and trails as depicted on County Surveyor's maps on file in the office of the County Surveyor of Flathead County.
9. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
10. 2019 taxes and special assessments are a lien; amounts not yet determined or payable. The first one-half becomes delinquent after November 30th of the current year, the second one-half becomes delinquent after May 31st of the following year.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	1st Half	2nd Half	Parcel Number
2018	\$332.72 (PAID)	\$332.71 (NOT PAID)	74-E001265

11. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed by Certificate of Survey(s) No. [14561](#) and [15535](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restriction violate 42 USC 3604 (c).
12. Easement for Sidewalk and Utility granted to City of Whitefish, recorded September 3, 2003 as Instrument No. [2003-246-14060](#).
13. Easement granted to Northwestern Corporation, recorded February 23, 2005 as Instrument No. [2005-054-08021](#).
14. All matters, covenants, conditions, restrictions, easements and any rights, interest or claims which may exist by reason thereof, disclosed on the recorded plat of [LUPFER TOWNHOUSES](#), but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
15. Provisions contained in that Certificate, executed by the State of Montana, Department of Health and Environmental Services, recorded as Instrument No. [2004-321-13300](#).
16. Covenants, Conditions and Restrictions recorded as Instrument No. [2005-098-13450](#), but omitting any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status, or national origin to the extent that such covenants, conditions or restrictions violate 42 USC 3604(c).
17. Reciprocal Water and Sewer Easement Agreement upon the terms, conditions and provisions contained therein:  
Parties: Rusty Spur, LLC, a Montana limited liability company and Knot Design & Development, LLC  
Recorded: September 5, 2008, as Instrument No. [2008-00024886](#)

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18. Resolution No. 17-38 for Special Improvement District No. 167 (Downtown Parking Structure), recorded August 23, 2017 as Instrument No. [2017-00020525](#).
19. Resolution No. 18-37 for Special Improvement District No. 167 (Downtown Parking Structure), recorded August 22, 2018 as Instrument No. [2018-00019789](#).
20. Title is to vest in a person or persons not yet disclosed and when so vested will be subject to a search of the records against his or their names.

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<b>INFORMATIONAL NOTES</b>
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- A. **LUPFER TOWNHOMES OWNERS' ASSOCIATION, INC.**  
**117 PARK KNOLL LANE**  
**WHITEFISH, MT 59937**

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# LUPFER TOWNHOUSES

"This plat is provided solely for the purpose of assisting in locating the land, and the Company assumes no liability for variations, if any, with a actual survey." First American Title Company

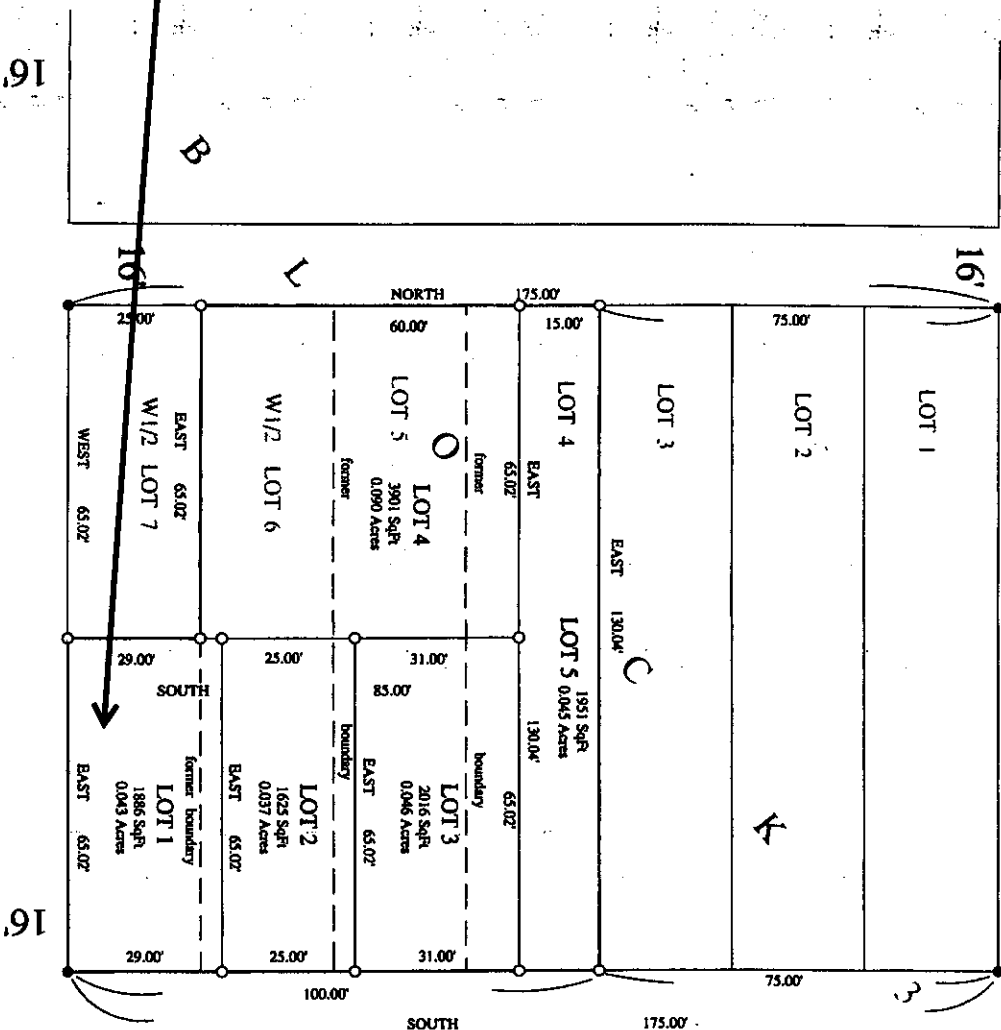


1st Street

30'

30'

(Scale of Footings)  
EAST 130.04'



**SUBJECT**

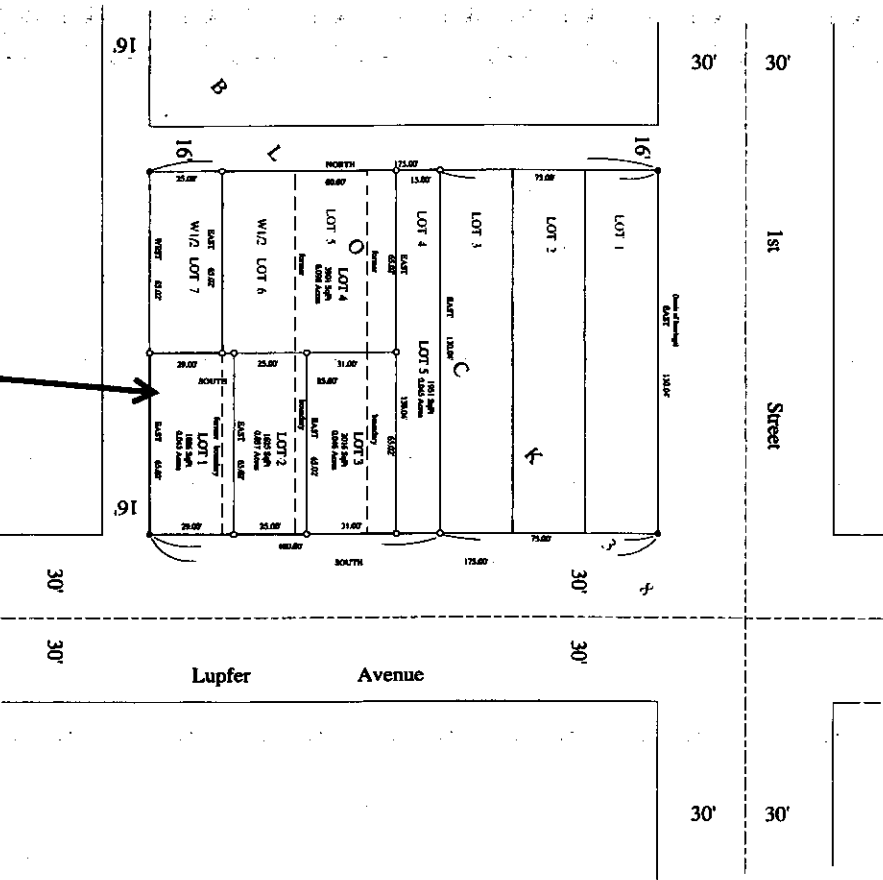
Lupfer Avenue

A SUBDIVISION PLAT OF  
LUPFER TOWNHOUSES  
NE1/4 SECTION 36, T.31 N., R.22 W., P.M.M.  
FLATHEAD COUNTY, MONTANA

11-1-7-0-0080913

OK. Can you...

10-17 29



**SUBJECT**

**"This plat is provided solely for the purpose of assisting in locating the land, and the Company assumes no liability for variations, if any, with a actual survey."**  
**First American Title Company**

**CERTIFICATE OF CONSENT**[illegible]

Mr. Earl D. Boring and Christopher L. Lutz, the managing property owners, initially said they would not be involved in such a suit to enforce common-lawing laws of zoning. But in a second interview, Boring said he was not the official and indicated he was likely correct. Therefore, the Division of Land & Planning cannot serve as a subdivision planner. It is unclear if the suit will be provided payment to \$4,412,000, MCA.

STATES OF MONTANA  
COUNTY OF FULTON

On the 17 day of March, 2020, we, the undersigned, a Notary Public for the State of Indiana, personally appeared Mr. G. L. Goff, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same. He retained attorney, I have however not my brief and affidavit my Notary seal this day and just the above written.

Notary Public for the State of Missouri  
Residing at St. Louis, Missouri  
My Commission expires 12.27.2003

[illegible]

4

Return to:  
Law Office of Diane Conradi, P.C.  
P.O. Box 1424  
341 Central Ave.  
Whitefish, Montana 59937



Paula Robinson, Flathead County MT by NC

200900010866

Page: 1 of 1

Fees: \$7.00

4/17/2009 4:33 PM

225610-WT

**WARRANTY DEED**

For good and valuable consideration received, the receipt of which is hereby acknowledged, **MICHAEL L. GOGUEN, as Trustee of the MICHAEL L. GOGUEN TRUST, dated 3/28/03**, whose address is P.O. Box 1707, City of Los Altos, County of Santa Clara, State of California, Grantor, does hereby grant, sell, release, remise and convey unto the **STATE OF MONTANA, STATE BOARD OF LAND COMMISSIONERS**, in trust for the financial benefit of Montana's Common public schools, whose address is P.O. Box 201601, Helena, Montana, 59620-1601, as Grantee, and to its successors and assigns, forever, the following described real property, in Flathead County, State of Montana, to-wit:

**LOT ONE (1) OF LUPFER TOWNHOUSES, ACCORDING TO THE OFFICIAL MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA;**

SUBJECT TO existing easements and rights-of-way; reservations and exceptions in patents from the United States and the State of Montana; mineral and royalty reservations and conveyances of record; building, use, zoning, sanitary and environmental restrictions; and such other easements, restrictions and interests which are disclosed by the records of the Flathead County Clerk and Recorder; and

TOGETHER WITH all appurtenances and the reversion, remainder, rents, issues, and profits thereof; specifically including all mineral and water rights, and the said Grantors and their successors and assigns do hereby covenant that they will forever warrant and defend all rights, title and interest in and to the said premises and the quiet and peaceable possession thereof unto the said Grantee and to its successors and assigns forever, against all acts and deeds of the said Grantors and all and every person or persons, whomsoever, lawfully claiming or to claim the same.

DATED THIS 23 day of December, 2008.

MICHAEL L. GOGUEN TRUST, dated 3/28/03, Grantor

By:

Michael L. Goguen, Trustee

STATE OF MONTANA )

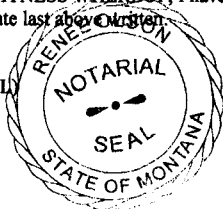
: ss.

County of FLATHEAD )

On this 23<sup>rd</sup> day of December, 2008, before me, the undersigned, a Notary Public for the State aforesaid, personally appeared MICHAEL L. GOGUEN, as Trustee of the MICHAEL L. GOGUEN TRUST, dated 3/28/03, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate last above written.

(SEAL)



Print Name: Kenneth Olson

Notary Public for the State of Montana

Residing at Whitefish

My Commission expires 12/12/2012